

## **EXHIBIT 4**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

NORTHSTAR AVIATION L.L.C., et al.,

*Plaintiffs/Counterclaim Defendants,*

v.

ALDEN BURT ALBERTO,

*Defendant/Counterclaim Plaintiff.*

Case No. 1:18-cv-00191 (TSE/JFA)

**AFFIDAVIT OF ALDEN BURT ALBERTO**

I, Alden Burt Alberto, pursuant to 28 U.S.C. § 1746, hereby declare:

1. I am the Defendant/Counterclaim-Plaintiff in the above-captioned matter. I am over eighteen years old and am competent to testify as to the matters stated herein.
2. I have personal knowledge of all matters set forth in this affidavit.
3. In or around 2011, and after securing all funding that eventually funded NorthStar Aviation L.L.C. ("NorthStar UAE"), I decided to open an Emirati entity to facilitate landing the United Arab Emirates Armed Forces, Joint Aviation Command ("UAEAF") contract.
4. To do so, I consulted with Al Tamimi & Co., an Emirati law firm previously assisting me with Reflex Responses, to set up NorthStar UAE in the United Arab Emirates. Once the company was set up, I directed the attorneys at Al Tamimi & Co. to prepare the requisite paperwork, which included the Memorandum of Association ("MoA"). Thereafter, Dr. Bin Saif executed the MoA on his own behalf and on behalf of his company Rotana Jet Aviation, LLC.
5. On or around May 31, 2012, and after the United States Department of State ("State Department") recommended that NorthStar UAE set up a United States subsidiary of NorthStar for purposes of obtaining the licensing required under the International Traffic in Arms

Regulations (“ITAR”), I directed Akin Gump Strauss Hauer & Feld LLP (“Akin Gump”), NorthStar UAE’s corporate counsel, to set up NorthStar Aviation USA LLC (“NorthStar USA” and, together with NorthStar UAE, “NorthStar”).

6. On or around August 22, 2013, I executed the UAEAF contract on behalf of NorthStar UAE.

7. During my tenure as Chief Executive Officer (“CEO”) of NorthStar, and despite being well aware of the company’s financials, Dr. Bin Saif never asked me to cut back on company expenses or lay off employees.

8. On or around October 25, 2017, I had discussions with Akin Gump regarding NorthStar’s ITAR responsibilities given NorthStar’s particular status at that time—including the wrongful revocation of my Power of Attorney forcing my resignation as NorthStar UAE’s CEO, and my belief that Dr. Bin Saif was planning to shut down NorthStar USA given his prior communications to me regarding this intent—during which I communicated the underlying facts and circumstances of NorthStar’s then-current situation to Akin Gump, all of which I was well versed in as the CEO of NorthStar.

9. During the time leading up to the drafting and sending of letters to the State Department and the UAEAF in October 2017, and because of my conversations with Dr. Bin Saif about shutting down NorthStar USA, as well as a PowerPoint Presentation that I was made aware of demonstrating NorthStar’s savings if it were to close NorthStar USA, I believed that NorthStar was ceasing all activities associated with the UAEAF contract under Technical Assistance Agreement TA-3671-12, as amended.

10. While CEO of NorthStar, I made decisions to pay bonuses based on each employee’s individual performance for the previous year, the financial health of the company, and the

information and recommendations communicated to me by supervising division managers, as well as Hani Farag, NorthStar's senior vice president and human resources manager.

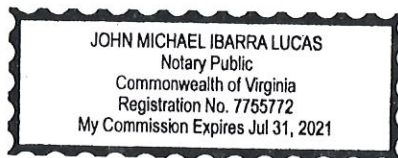
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 17, 2018.

  
\_\_\_\_\_  
Alden Burt Alberto

Commonwealth of Virginia:

Personally appeared before me on this 17th day of December, 2018, Alden Burt Alberto, who states that the foregoing is true and correct to the best of his knowledge, information, and belief.



  
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NOTARY PUBLIC

My commission expires: 07/31/2021